

# Rental and Security Deposit Agreement

The term Renter is used below to refer to all renters (singular or plural) entering into the Rental and Security Deposit Agreement.

## Summary:

- **Location:** \_\_\_\_\_
- **Rental Term: Start date:** \_\_\_\_\_ **Duration:** \_\_\_ month(s) \_\_\_ (through) \_\_\_ **Note: if duration is 1 month, lease is “monthly”.**
- **Monthly rent:** \$ \_\_\_\_\_
- **Property Management:** Property Investments of Note, LLC.
- **Management mailing address:**
  - 3336 Harrison Ave #11235
  - Cincinnati, OH 45211

**Rent:** The Management and the Renter agree that Renter will rent the property for the term stated above. Monthly rent is due on the **first** of the month. The Management may, at its option, decide after the **first** of the month that rent is due, to refuse any rent and begin eviction proceedings. If full rent is not received by mail or in person by the Management by the **fifth** of the month, then beginning on the sixth of the month and continuing until and including the day rent is received by the Management, a penalty of \$10.00 per day will be added. The Renter is responsible for any legal fees incurred by Management in the process of collecting delinquent rent. If full rent is received or postmarked **prior** to the 1<sup>st</sup> of the month, and renter is current in rental payments, renter will receive a credit on the **following** month’s rent in the amount of \$ dollars. Days of the month specified in this paragraph are firm regardless of whether or not the day falls on a scheduled mail delivery day. It is the renter’s responsibility to ensure rent arrives on time based on scheduled mail service. Extensions are only granted when the US postal service cancels service due to weather or other emergency. “Received” is determined by post mark date for mailed rent or dated receipt for rent received in any other manner. Management is not obligated to meet with Renter to accept rent in person. It is the Resident’s responsibility to ask for and obtain a receipt for rent paid other than by US mail. Due to personal safety management is not obligated to accept cash for rent.

If tenancy begins on or after the 10<sup>th</sup> of the month the tenant has the following options:

- (A) pay either the first two month’s rent prior to obtaining the keys
  - (B) paying the second (full) month’s rent prior to obtaining they keys and paying the first (partial) month’s rent on or before the 1<sup>st</sup> of the following month.
- Tenancy begins on or after the 10<sup>th</sup> of the month the tenant hereby chooses option: \_\_\_\_ . Renter’s initials: \_\_\_\_\_

When rented to more than one person, each Renter is responsible for the entire rent. That means if one Renter cannot pay, the other Renter is responsible for the entire amount.

Move in time is any time after 8 a.m. on the first date of tenancy.

Move out, including cleaning, must be completed by 5 p.m. on the last date of tenancy.

Renter’s initials signify the above sections have been reviewed with the Management and renter understands the content of these sections: \_\_\_\_\_.

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All money received from Renter is first applied to any past due balance on Renter's account, including but not limited to: unpaid rent, late fees, unpaid damages, charges or fines, or unpaid utility charges for which the tenant is responsible but for which Management may be billed. If the balance of money received is insufficient to cover the rent due by the due date, late fees will be charged as explained above.

**Month Duration (i.e. month-to-month) - Notice:** Either party may terminate this agreement by giving written notice 30 days prior to the beginning of the month. Management may change any of the terms of this lease effective the 1<sup>st</sup> of any month by giving Resident written notice of the new terms at least 30 days before the 1<sup>st</sup> of the effective month. If Resident fails to terminate the lease at least 30 days before the 1<sup>st</sup> of the effective month, Resident agrees to accept all new and changed terms

**Durations other than month-to-month – Notice and Automatic Renewal:** The term of this lease shall **AUTOMATICALLY RENEW** for additional periods of one year each. Either party may terminate the lease at the end of the then-current term by giving the other party written notice of termination at least 60 days in advance of the end of the then-current term. Management may change any of the terms of this lease effective as of any anniversary date by giving Resident written notice of the new terms at least 60 days before an anniversary date. If Resident fails to terminate lease at least 60 days prior to the end of a term as outlined above, Resident agrees to accept all new and changed terms.

**Early Termination by non-military personnel (as defined below):** Should the Renter fail to occupy the premises for the agreed-upon time period, the Renter shall be liable for:

1. The cost of restoring the premises to “**move in**” condition if they have not done so prior to vacating **plus**
2. Up to 30 days' rent to cover the time the property is vacant during restoration **plus**
3. Up to 90 days' rent (or to the end of the lease, whichever is less) to cover the time the property is vacant after restoration is complete and before the next Renter takes possession.

**Early Termination by Military Personnel:** If Renter is a member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civilian Service technician with the National Guard, the Renter may, through the procedure detailed below, terminate this lease if Renter has:

1. Received permanent change of station orders to depart 35 miles or more (radius) from the location of the premises
2. Received temporary duty orders to depart in excess of three months' duration 35 or more miles (radius) from the premises
3. Been discharged or released from active duty with the armed forces or from full-time duty or technician status with the National Guard
4. Been ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

If one of the above occurs then Rental shall serve Management a written notice of termination with a written effective date not less than 30 days from the date of the Renter's initials signify the above sections have been reviewed with the Management and renter understands the content of these sections: \_\_\_\_\_.

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next rental payment due date and no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Along with the notice Renter shall provide Management a copy of the official notification of the orders, or a letter signed by the Renter's commanding officer confirming the orders

**Occupants:** This unit is rented to \_\_\_ person(s). No other people may reside in the unit without the Management's written permission.

The names and birthdates, Social Security numbers (for occupants age 18 and over), and relationship to Renter of all people residing in this unit are:

Name	DOB	SSN	Relationship to Renter
_____	__/__/__	__-__-__	_____
_____	__/__/__	__-__-__	_____
_____	__/__/__	__-__-__	_____
_____	__/__/__	__-__-__	_____

Resident agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any person not listed above to live on the property. Tenant is prohibited from offering this unit on Airbnb or similar subletting or rental services. Resident may not have overnight visitors for more than 3 consecutive nights nor for more than 5 nights in any 30 day period without written permission from Management.

**Bad checks:** For any checks which cannot be cashed (due to insufficient funds, for example) a \$35 penalty will be added and such checks must be replaced by cash, money order or certified check within 24 hours of notification of the bad check. If payment is not made within 24 hours of notification, an additional \$10.00 penalty will be added every 24 hours until payment is made. If a payment is not made within 48 hours of notification, Management may begin eviction proceedings and warrant will be issued, when appropriate, for the check writer's arrest. Future rent payments must be made by cash or money order at the discretion of the Management.

**Pets/animals:** No animals, whether the Renter's or Renter's guests', are allowed on the property without the Management's written consent. If Renter violates this provision of the lease, Renter shall pay Management a **fine of \$50 per day** beginning on the day the animal is discovered on the property and continuing every day the violation continues. In addition, if Management finds Renter or Renter's guest has an animal on the property without Management's written consent, Management can, at its discretion terminate the Renter's initials signify the above sections have been reviewed with the Management and renter understands the content of these sections: \_\_\_\_\_.

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lease by giving **three days' notice** and/or remove the animal or cause the animal to be removed to an animal shelter at Renter's expense. Renter hereby agrees to hold Management harmless for any injury that may occur to animal while on the property or in the process of removal or subsequent to removal.

**Tenant's Property:** Management shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or for any other reason, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections. Tenant acknowledges that Owner's insurance does not provide coverage of tenant's liability or property. If Tenant desires insurance for liability and/or coverage of his/her property, Tenant is encouraged to purchase renters' insurance.

Items left behind after tenant vacates property will be considered abandoned property. Tenant waives all rights to abandoned property. Management may dispose of abandoned property at its discretion. Renter is responsible for the cost of disposing of abandoned property.

**Damage/Maintenance:** Damage caused by rain, hail or wind as a result of leaving windows or doors open, or breakage of glass whether caused by abuse or neglect, is the responsibility of the Renter.

The Renter agrees to maintain a sufficient amount of heat in the unit to prevent pipes from freezing under normal conditions.

The Renter is responsible for any legal fees incurred by Management in the process of collecting monies for damages.

The Renter is responsible for replacing light bulbs, furnace filters (if furnace is accessible) and refrigerator water filter cartridges. The Renter is also responsible for replacing batteries for carbon monoxide detectors, smoke detectors and thermostats in their living units.

The Renter agrees to notify Management immediately in writing of any dangerous or defective conditions on the property. If Renter fails to do so, Renter is responsible for all injury or mishap caused by the dangerous or defective conditions. Renter is obligated to take reasonable steps to minimize risk of damage or injury. Management shall not be liable for any injury or damage to persons or property from any cause unless such damage shall be adjudicated to be a deliberate or negligent act by Management.

Renter agrees to pay the total cost of any repair that is above normal wear and tear and is caused by Renter or Renter's guests within 10 days of presentation of a bill by Management for damage repair. Any damage not noted in the Record of Condition of

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Unit (to be completed at move-in and returned to Management within 2 business days) which exists when Management makes the final inspection at the termination of occupancy will be charged to Renter and may be deducted from the Security Deposit.

Plumbing: Management warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, feminine hygiene products, excessive toilet paper, paper towels, excessive hair, grease, oil, table scraps, toilet and cleaning wipes (**including those advertised as flushable**), etc. Renter is responsible for any stoppages after 5 days of occupancy unless it was caused by mechanical failure of the plumbing system. If the system becomes clogged after this date, Renter is responsible for notifying management who will call a plumber of its choice to clear or repair the problem at Renter's expense. Renter agrees to pay for cleaning the drains of any and all stoppages except those for which the plumber, who is called to clear the stoppage, will attest in writing were caused by defective plumbing, roots or acts of God. No reimbursement will be made for charges not pre-approved by management.

Management is responsible for lawn maintenance. In single family properties, Renter is responsible for snow removal. In multiple family properties, management is responsible for snow removal. In all properties, Renter agrees to exercise caution and good judgment when walking or driving on pavement and steps during snowy and icy conditions.

**Behavior:** Renter agrees to behave in a responsible manner, to considerate of other tenants and neighbors. Renter agrees to refrain from using abusive or foul language in common areas or in private areas if it can be heard outside the private area. Should Management at any time deem the tenancy of the Renter undesirable for reason of objectionable or improper conduct on the part of the Renter or his/her guests or by Renter or guests annoying or disturbing other Renters or neighbors, the Management shall have the right to terminate the lease by giving the Renter 30 days written notice to vacate the premises.

The Renter is responsible for the behavior of their guests. Repeated complaints from neighbors, other tenants or police due to Renter or Renter's guests may be cause for eviction.

If the Management is cited under a municipality's nuisance ordinance, and that citation is the result of the behavior of Renter or Renter's guests, the Management shall have the right to terminate the lease and file for eviction.

Renter is responsible for any fines, fees or charges levied against the property by any government body or agency due to the action of the Renter or Renter's guest.

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In multi-unit dwellings, possession of open containers of alcoholic beverages is strictly prohibited anywhere on the property except in the Renter's unit.

Noise that is loud enough to be heard in a neighboring apartment or property when the doors and windows are closed is too loud. This is especially true between the hours of 10 p.m. and 8 a.m.. No laundry activities may be performed in multi-unit dwellings between 10 p.m. and 8.a.m..

Disagreements between Renters or Renters and their neighbors are to be resolved by the parties involved. The Management does not provide mediation. Note, however, that violations of the terms of the rental agreement (for example, noise) are cause for eviction.

In multi-unit buildings, unless specified otherwise, smoking is allowed only in Renter's unit and outside the building. No smoking is allowed in interior common areas (hallways, basements, garages, etc).

\_This property has been designated a non-smoking property. No smoking is allowed ANYWHERE inside the building.

**Pests:** Unless otherwise noted on Move In Checklist, Renter acknowledges that the unit is free of pests (rodents, insects, etc.) at the time of occupancy. Pests reported to Management within 15 days of occupancy will be addressed by Management. After 15 days the tenant is responsible for pest remediation. Should Management become aware of the need for pest remediation anytime after 15 days of occupancy by Renter, Management shall order pest remediation and bill Renter for said remediation.

**Vehicles:** Cars or other vehicles that are not operable, have expired tags, or which are not used weekly may not be kept in the driveway. No vehicle may be parked in the grass. No automotive repair (including oil changes) may be performed on the driveway, in the yard or garage.

Renter is authorized to park:

**Vehicles:**

License Plate # \_\_\_\_\_ State \_\_\_\_\_ Make \_\_\_\_\_ Year \_\_\_\_\_

Color \_\_\_\_\_ VIN \_\_\_\_\_

License Plate # \_\_\_\_\_ State \_\_\_\_\_ Make \_\_\_\_\_ Year \_\_\_\_\_

Color \_\_\_\_\_ VIN \_\_\_\_\_

**Alterations:** No interior or exterior redecoration, alteration or permanent attachments are permitted by the Renter without written permission of the Management. **This includes, but is not limited to dish antennas and curtain rods. Renter must have cable/dish company contact Management before any alterations or attachments are made to the property.** Tacks, nails, or other hangers nailed or screwed into the walls or ceilings must be removed and their holes patched at the termination of tenancy. No adhesive materials, other than those specifically designed for walls or ceilings, may be affixed to

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walls or ceilings. A good rule of thumb is: if it's larger or heavier than a photo frame it needs prior approval.

No lock removal, installation or modification is allowed without the Management's written permission.

In properties where the Owner pays for water, no car washing is allowed and no plumbing device may be altered or replaced without Management's written permission. This includes showerheads and faucet aerators.

**Utilities:** Water, gas, electric, security systems and trash (unless trash removal charges are included in property taxes) and are to be paid by the Renter unless stated otherwise. Water bills must be kept current. Failure to keep water bills current is a violation of this rental agreement and is grounds for eviction. In this property, the listed utilities are paid as follows:

water	Unit gas & electric
Trash	security system

Utilities listed above which are paid by Renter must be switched into Renter's name on the date occupancy begins. Failure to make the necessary arrangements with the utility companies will result in charges added to the second month's rent in the amount of \$15 for every day gas and electric remain in the Owner's name and \$5 for every day water remains in the Owner's name.

**Appliances:** The Management is responsible for providing and maintaining all attached/built in appliances (garbage disposal, dishwasher, furnace, central air, etc.) on the premises, in addition to the following:

**Notice of Entry:**

- The Management agrees not to enter the Renter's unit without giving a 24-hour notice except in case of an emergency. In the case of an emergency Management may enter immediately and without notice.
- Upon notice by the Renter of his/her intent to move, or upon notice by Management to the Renter that the property is being offered for sale, Renter will allow reasonable access for the property to be shown. Renter will be given a minimum of 24 hour notice of showings, which will occur between the hours of 9 a.m. and 7 p.m., Monday through Friday and 10 a.m. to 4 p.m. Saturdays. Failure to provide reasonable access for showings is a breach of contract and may result in forfeiture of the security deposit.
- Management will not enter a unit for any reason if a minor is present unless an adult is also present. If maintenance is scheduled, tenant is responsible to ensure the property is vacant or an adult is present.
- If Renter refuses reasonable access, Management may obtain injunctive relief to compel access or terminate the lease. In either case, Management may recover actual damages sustained and reasonable attorney fees.

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The Management may perform 2 periodic inspections per 12 months at any time to detect items needing repair and/or preventative maintenance. The Renter will be given 24 hours notice of such inspections.

**Business:** No business of any nature shall be carried on or conducted in the unit or on the grounds without written permission of the management if such business involves others entering the property. Yard sales, garage sales and the like are prohibited without written permission of the management.

**Criminal Activity:** No criminal activity is to be conducted in the building or on the property by Renter or Renter's guests.

Any use, distribution or possession of illegal drugs by Renter or by Renter's guest while on the premises, is grounds for termination and eviction.

**Miscellaneous:** Porches and balconies may not be used as an additional storage area. The only items permitted on the porches or balconies are plants and porch/patio furniture. Renter shall not hang clothing or other items on porch or balcony rails.

Clothing hung outside to dry may only be hung on wash lines approved by Management.

Grilling and fire pits (chimneas and similar devices) are permitted in the yard only. No fire device is permitted in the unit, on a porch, balcony or in the garage, or within 15 feet of the house, garage or outbuilding.

Gas, oils, or any flammable material and all hazardous materials must be disposed of properly, safely and legally. No such material is permitted to be stored in any dwelling unit or in the common area (including garage or storage locker) of a multi-family unit.

In properties where laundry appliances are provided by the Owner, or in properties where water is paid by the Owner, laundry facilities are for Renter's use only.

Only names of Renters listed on the lease may appear on mailboxes.

Swimming pools, trampolines and devices which may be considered an attractive nuisance are not allowed on the property.

Renter shall be billed for any rental property inspection fee, regardless of what it is called or how it is described, charged by any government agency which is levied against rental but not owner-occupied units. The payment will be due to the Management in the month in which it is due to the charging government agency.

Management is not obligated to provide locked-out services. Renter is advised to secure a spare key in a lockbox outside the unit.

Resident agrees not to affix or suspend any advertisements or notices upon or from any part of the unit or premises without the prior written consent of the Management.

Renter agrees to comply with all building and housing codes affecting health and safety.

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**Security Deposit:** The full security deposit will be returned to the Renter subject to applicable government laws and based upon the following conditions:

- Renter has occupied the premises for the full time period stated in Rental and Security Deposit Agreement, or its subsequent Extension/Modification.
- Renter must leave the premises in “**move in**” clean condition, including any part of the building or yard they have used during their occupancy.
- Renter has removed all trash from property. Trash may not be left in trash cans for subsequent pick-up by trash collector. Management is not responsible for hauling Renter’s trash to the curb.
- Renter and Renter’s guests have caused no damage other than normal wear and tear. Renter is responsible for all damage not listed on the Record of Condition of Rental Unit completed by Renter and returned to Management within 2 business days of move-in.
- Renter has paid all final bills for services for which renter was responsible (water, trash, etc) and which can be levied against the property or property owner.
- Renter has returned all keys and garage door opener controls to Management.

Renter **may not** use any of the Security Deposit as the last month’s rent or for any other expense prior to the end of the rental term.

For a multi-tenant lease, if one or more Renter(s) vacate(s) but one or more remain(s), the full security deposit remains with the remaining Renter(s) and will be made payable to the last vacating Renter(s) regardless of who paid the security deposit. Disputes among Renters regarding security deposit must be worked out among the Renters.

Within 30 days of Renter’s vacating the property, a final statement will be sent to the Renter’s last known address. If a refund of security deposit is due, it will accompany the statement. If Renter owes a balance, a 2% service fee per month will be charged on all accounts 30 days past due. Renter is also liable for all legal and collection fees.

The undersigned acknowledges receipt of the preceding rules and regulations and agrees to abide by them. Failure to comply with the terms of this rental agreement is grounds for eviction. This agreement is binding upon Renter(s), Management, their heirs and assigns.

Renter \_\_\_\_\_ Date: \_\_\_\_\_

Renter \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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## ADDENDUM FOR DRUG-FREE HOUSING

This agreement is subject to all terms and conditions as stated in the rental agreement for address: \_\_\_\_\_ with a begin date of: \_\_\_\_\_ between, tenant and Management and shall be attached to the rental agreement as an addendum.

In consideration of the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, Management and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C.802)).
2. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
3. Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location whether on or near the premises or otherwise.
4. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful possession or discharge of firearms on or near the premises.
5. The tenant understands and agrees that if there are any court approved search warrants issued for the above-described premises, that it will cause an automatic breach of the rental agreement and the Management may seek eviction based upon that occurrence. It is further understood that no arrests or convictions need to occur prior to a breach of the rental agreement pursuant to this paragraph, just the judicial determination of probable cause to believe that some form of criminal and illegal activity has occurred will be deemed sufficient for such breach.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date